

**The Webmaster Guide to Project Documentation:
For Large Businesses
By: Mian Sami**

Editors' Note and Dedication

**I dedicate this work to the memory of our beloved father,
Sir N. M. Haleem.**

The Webmaster Guide to Project Documentation For Large Businesses

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The Webmaster Guide to Project Documentation

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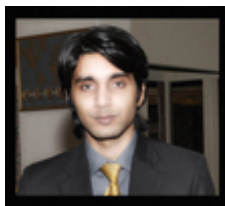
Introduction

Scope

The Webmaster Guide to Project Documentation – For Large Businesses is a practical, streamlined blueprint for starting up and finishing Contracts.

Target Audience

The Webmaster Guide to Project Documentation – For Large Businesses is written for the early stage freelancer, for the dislocated professional who has decided to startup a freelance business, and for the skilled worker who is involves in the freelance business option while still employed. The authors anticipate a reader who has a marketable skill, a sense of urgency, and who will copy intelligently and customize as appropriate.



Authors' background

I am technology industry executive now i reinvented myself as independent consultant. During my transition from employee to consultant, i faced and resolved many of the issues that challenge the lone consultant. *The Webmaster Guide to Project Documentation* is my journey stripped of mistakes, distractions and unnecessary spending.

5.3 Intellectual Property Rights of the Parties. The Parties agree that any grant authorizing either party to utilize any copyrighted or trademarked materials from the other party shall be conditioned on the use of said materials in accordance with the terms of this Agreement. Furthermore, both Parties agree that all right, title, interest and Intellectual Property Rights attributable to all material(s) shall remain owned solely and exclusively by that Party at all times, and shall not be deemed to have been assigned to the other Party under any circumstances. Parties shall retain ownership of all components, content and intellectual property to which that Party possessed ownership prior to the commencement of this Agreement. All rights in the Parties copyrighted and trademarked materials, including but not limited to Confidential Information, trade secrets, trademarks, service marks, patents, and copyrights are shall be and will remain the property of that Party. Both Parties acknowledge that the information and/or materials provided to the other Party to effectuate the completion of this contracted project and the terms of this Agreement contain proprietary and Confidential Information of that Party. Therefore, the Parties agree to keep said information and materials in confidence and to take all reasonable precautions to ensure that no unauthorized persons have access to said information or materials and that no unauthorized copies are made. Either Party's breach of this Section 5.3 shall be considered a material breach of this Agreement.

5.4 Third Party Materials. If any third party materials and Intellectual Property Rights will be incorporated in, or used in connection with the SIAL MEDIA Intellectual Property, then it shall be SIAL MEDIA'S sole responsibility to obtain from the owner thereof any rights, licenses, permissions, releases, approvals, clearances and credit or attribution information necessary to enable SIAL MEDIA to comply with this Agreement and to grant to MIAN SAMI, the rights necessary for MIAN SAMI to receive, use and benefit from, as applicable and permitted by this Agreement during the Term. SIAL MEDIA hereby grants to MIAN SAMI, during the Term, a worldwide, nontransferable, right and license, to use, display, perform and install, store, load and execute such third party items and third party Intellectual Property Rights as necessary to fully utilize website design developed for MIAN SAMI by SIAL MEDIA to the extent permitted by this Agreement.

5.5 Open Source Materials. SIAL MEDIA will identify all materials, if any, incorporated into MIAN SAMI'S website and/or required for the MAIN SAMI'S use of the website created for MIAN SAMI by SIAL MEDIA that would cause any Intellectual Property or any combination thereof with other property created pursuant to this Agreement to be subject to license terms applicable to Open Source Code. To the extent that the use of any such materials by MIAN SAMI hereunder could subject MIAN SAMI to license terms applicable to Open Source Code, SIAL MEDIA shall ascertain the extent to which such materials are incorporated, and shall ensure that such materials do not interfere with MIAN SAMI'S use of the website created under the terms of this Agreement or MIAN SAMI'S Intellectual Property as permitted by this Agreement.

5.6 Developer License of Specific Portions. MIAN SAMI hereby grants to SIAL MEDIA a perpetual, non-exclusive, royalty free, worldwide license to use certain portions and/or content from MIAN SAMI'S website as expressly outlined in Exhibit D of this Agreement. This license may not be transferred, sublicensed, or assigned to any other party at any time without the express written consent of MIAN SAMI and does not extend to MIAN SAMI'S any subsisting copyrights or trademarks held by MIAN SAMI or identifying material of MIAN SAMI'S business or business name.

5.7 Waiver of Common Law Rights. SIAL MEDIA hereby waives, assigns, and transfers onto MIAN SAMI, any and all rights in and to the content created for MIAN SAMI'S website that may exist with respect to said content under any and all federal or state common law, statutory law, or otherwise, including, but not limited to, trade secret rights, privacy rights, moral rights, or any other rights thereto.

5.8 Relation of the Parties. Developer, SIAL MEDIA, is an Independent Contractor and is not an employee, agent, or representative of Client, MIAN SAMI. SIAL MEDIA is solely and wholly responsible for all federal, state, local, and country payroll taxes and insurance that may be applicable to SIAL MEDIA. The SIAL MEDIA is retained by MIAN SAMI only for the purposes and to the extent set forth in this Agreement and the SIAL MEDIA'S relationship to the MIAN SAMI shall, during the term of this Agreement, be that of an Independent Contractor and the arrangement constitutes that of a Work Made for Hire. SIAL MEDIA further agrees that under this Work for Hire Agreement MIAN SAMI'S website created as part of this Agreement is considered to be created within the scope of this work, and MIAN SAMI shall be the sole owner of said website. In further words, SIAL MEDIA agrees that that all copyrights, trademarks, patents, intellectual properties, inchoate intellectual property interests and all rights associated to ownership, whether perfected or not, and whether aware of or not, and possession of any details related to any and all created photos shall be held by MIAN SAMI at all times, and that SIAL MEDIA shall have no ownership rights to any materials created by SIAL MEDIA for MIAN SAMI except as expressly identified elsewhere in this Agreement.

Furthermore, MIAN SAMI shall not withhold, from sums becoming payable to the SIAL MEDIA hereunder, any amounts for State or Federal Income Tax, or for Social Security Taxes, during the term of this Agreement. SIAL MEDIA shall be free to dispose of such portions of his entire time, energy and skill as he is not obligated to devote hereunder to MIAN SAMI in such manner as he deems advisable as detailed here and in Section 6 of this Agreement. The SIAL MEDIA shall not be considered as having an employee status or as being entitled to participate in any plans, arrangements or distributions by the MIAN SAMI pertaining to or in connection with any insurance, pension, stock, bonus, profit sharing or other benefit extended to the MIAN SAMI employees.

5.9 Reservation of Rights. Each Party reserves its respective rights in and to any Intellectual Property that is not expressly granted in this Agreement.

d.) Project Cancellation Provision:

Option 1: MIAN SAMI agrees that upon project commencement all fees remitted are non-refundable.

Option 2: MIAN SAMI agrees that upon project commencement a partial refund of 25% may be granted at developer's discretion prior to SIAL MEDIA delivery of client's completed project package.

Option 3: MIAN SAMI agrees that after their project development has commenced a partial refund of 25% may be granted at developer's discretion prior to SIAL MEDIA delivery of client's MOCK-UP VERSION V.

2. Incidental Reimbursement: MIAN SAMI agrees to pay SIAL MEDIA for all out-of-pocket and incidental expenses directly related to developer's creation of the work required to be completed by SIAL MEDIA for MIAN SAMI as per the terms of the parties agreement including, but not limited to, the following:

- a.) Travel
- b.) Meals during any required travel
- c.) Licensing fees
- d.) Use of independent contractors by developer to complete clients requested work
- e.) Physical shipping, delivery, and postage of client's project materials.
- f.) Domain name registration
- g.) Hosting services
- h.) Hardware & software
- i.) Acquisition of royalty-free images, video, sound, music, or related content
- j.) Marketing costs to promote client's project
- k.) Advertising costs to promote client's project
- j.) International Calls

- (ii) if the other party is adjudicated as bankrupt, or if a petition in bankruptcy is filed against the other party and such petition is not discharged within sixty (60) days of such filing;
- (iii) if the SIAL MEDIA breaches or defaults under any of SIAL MEDIA'S obligations contained in this Agreement, if SIAL MEDIA is unable to or refuses to perform services hereunder, or SIAL MEDIA breaches or defaults on any material provision of this Agreement and fails to fully cure such breach within thirty (30) days of written notice describing such breach; or
- (iv) if MIAN SAMI breaches any material provision of the Agreement and fails to fully cure such breach within thirty (30) days of written notice describing such breach.

10.3 Termination Without Cause. Either party may terminate this Agreement without cause upon **thirty (30) days written notice** to the other party.

10.4 Rights Upon Termination; Survival.

- (i) **Rights Upon Termination.** Upon any termination or expiration of this Agreement, all legal obligation, rights and duties arising out of this Agreement shall terminate except that: (i) Licensee shall immediately return the Confidential Information and all related materials and copies thereof to the respective disclosing party; (ii) the due date of all monies due Licensor shall automatically be accelerated so that such payments shall become due and payable on the effective date of termination, even if longer terms had been provided previously; (iii) the provisions of Section 6 and Section 7 of this Agreement shall continue to apply and survive the termination of this Agreement as ongoing covenants between the Parties; (iv) SIAL MEDIA shall have the ongoing obligation to continue to deliver to MIAN SAMI all tangible and intangible materials of the customer and all versions of any Proprietary materials of the MIAN SAMI or developed for the MIAN SAMI during the effective period of this Agreement; (v) SIAL MEDIA shall have the ongoing obligation and duty to confirm in writing and take all reasonable steps to secure proprietary rights in the Proprietary materials SIAL MEDIA pursuant to this Agreement in the name and exclusive ownership of the MIAN SAMI; and (vi) all other Sections not inconsistent with this provision shall survive.

"If it isn't in black and white, it never happens"